

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No.  01		3. Effective Date  2003DEC22		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBB SAM CAMPANELLA (586)574-5502 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CAMPANES@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451		Code S1403A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  TRAK INTERNATIONAL 369 W WESTERN AVE PORT WASHINGTON, WI. 53074-2160  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>  <input type="checkbox"/>  <input checked="" type="checkbox"/>  <input type="checkbox"/>		9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  10A. Modification Of Contract/Order No. DAAE07-95-D-R012/0044 10B. Dated (See Item 13) 2003SEP22	
Code 3Y949		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$9,094.58							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF THE PARTIES							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (810)574-6304			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003DEC22	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-95-D-R012/0044 <b>MOD/AMD</b> 01	<b>Page</b> 2 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> TRAK INTERNATIONAL		

SECTION A - SUPPLEMENTAL INFORMATION

- Requirements Contract DAAE07-95-D-R012, Clause C.36, permits the Government to order up to 18 Man-Days of Technical Services between October 1, 2003 and September 30, 2004 at rate of \$526.66 per Man-Day. This rate does not include the price for the technical representative's airfare, lodging, meals, and incidental expenses. These prices to be in accordance with the Joint Travel Regulation (JTR).
- The purpose of Modification 01 to Delivery Order 0044 is to purchase eight man-days of Technical Services.
- The contractor sent one technical services representative to Camp Market, Korea to remove defective cab on ATLAS vehicle and replace with new cab purchased on basic Delivery Order 0044 (CLIN 0024AA).
- After negotiation, the parties have agreed to the following prices for this technical assistance:

Eight Man-Days Labor	\$4,213.28
Airfare	\$3,218.04
Mileage-POV/Taxi/Telephone	\$409.26
Lodging/Meals/Incidental Expenses	\$1,254.00
TOTAL	\$9,094.58
- For this Delivery Order there is no requirement for the contractor to provide a Certificate of Services (ELIN 018). The contractor has already provided information on the removal/replacement to the Systems Acquisition Manager for ATLAS.
- CONTRACT CLAUSE - United States Forces Korea (USFK) Regulation 700-19 implements the United States - Republic of Korea Status of Forces Agreement (US-ROK-SOFA). The Regulation sets requirements for contractors working in Korea under U.S. Government contracts. The Regulation requires the U.S. Government contract to include a clause entitled, "Invited Contractor Or Technical Representative Status". The full text of this clause is included in this Modification 01 to Delivery Order 0044 at A.1. (see below)
- As a result of the above, the total amount of this Delivery Order is increased by \$9,094.58 from \$10,733.80 to \$19,828.38.
- Except as provided herein, all contract terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 002 \*\*\*

CONTRACT CLAUSE

A.1 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS

- Invited Contractor or Technical Representative status under the US-ROK SOFA is subject to the written approval of Headquarters USFK, Assistant Chief of Staff, Acquisition Management.
- The Contracting Officer will coordinate with HQ USFK, Assistant Chief of Staff, Acquisition Management, in accordance with DFARS, Subpart 225 and USFK Reg 700-19. The Assistant Chief of Staff, Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the Contracting Officer of the determination.(CONTRACTING OFFICER RECEIVED APPROVAL AND DETERMINATION IN A TELEPHONE CALL ON OCTOBER 8, 2003.)
- Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the Invited Contractor or Technical Representative status is not withdrawn by USFK.
- The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. Armed Forces.
- During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.
- The authorities of the ROK will have the right to exercise jurisdiction over Invited Contractors and Technical Representatives,

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including officials and employees, and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII U.S.-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

g. Invited Contractors and Technical Representatives agree to cooperate fully with the USFK Sponsoring Agency and Responsible Officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor air crews flying Military Airlift Command missions, all U.S. contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

- h. Invited Contractor and Technical Representative status will be withdrawn by USFK on-
- (1) Completion or termination of the contract.
  - (2) Proof that the contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. Armed Forces.
  - (3) Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK Regulations.

i. It is agreed that the withdrawal of the Invited Contractor or Technical Representative status or any of the privileges associated therewith by the U.S. Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph h above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

(End of Clause)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CONTRACTOR TECH ASSISTANCE-KOREA</u></p> <p>NOUN: CONTRACTOR TECHNICAL ASSIST PRON: PL36J0972T PRON AMD: 01 ACRN: AA AMS CD: 53657240169</p> <p>Contractor Technical Assistance for 8 days and Instructor Airfare, Lodging, Meals, and Incidental Expenses for 8 days</p> <p>Allowable costs for airfare/lodging/meals/incidental expenses in accordance with Joint Travel Regulation (JTR)</p> <p>The DD250 authorizing payment will be signed by the TACOM Contracting Officer</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-JAN-2004</p> <p>\$ 9,094.58</p>	1	LO		\$ 9,094.58

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0024AB	P136J0972T 53657240169 A13P51691C2T	AA 1 3ZCJ16	\$ 0.00	\$ 9,094.58	\$ 9,094.58
NET CHANGE				\$ 9,094.58	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 32035000031C1C09P53657231E1 S20113	W56HZV	\$ 9,094.58
NET CHANGE				\$ 9,094.58

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 10,733.80	\$ 9,094.58	\$ 19,828.38